

WEST-E RFP Pre-proposal Conference Questions

Q. Regarding attached Schedule for Revision and Implementation of Endorsement Competencies and WEST-E, does Phase 1 refers to K-8 endorsements and Middle Level endorsements shown on the chart?

A. Yes.

Q. When will the phase 2 schedule be ready?

A. September. The priority is to revise the endorsement competencies in rank order by incidence area as shown in the *OSPI Annual Report 2004-2005 Certificates Issued and Certificated Personnel Placement Statistics* (<http://www.k12.wa.us/certification/pubdocs/annrpt0405.pdf>)

Q. Two times are shown for when the proposals are due on the 14th. Which is preferred?

A. 4:30 PM is fine.

Q. Should we use your boilerplate?

A. Consistency with our boilerplate is best. We want you to follow the outline of the RFP.

Q. How many endorsement tests are there?

A. 37. Currently, we do not have alternate means of assessment for dance and other world languages. A vendor will not be down graded if they propose to continue those assessments. Also, we have the state exam for traffic safety that covers WA state law. The traffic safety people want to see their exam updated.

Q. Where could one get more information about the additional traffic safety test that aligns with WA state law?

A. The Office of the Superintendent of Public Instruction (OSPI) traffic safety supervisor.

Q. Will you have academics attend the evaluation of proposals?

A. Yes, we hope to have a Dean and Certification Officer.

Q. Will you have board members present during the evaluation of proposals?

A. We hope to have a current or immediate past member involved in the proposal evaluation.

Q. They (the evaluators) will only have one day together?

A. Yes.

Q. Is portability of the exams with other states important to the board?

A. Yes, it is important to the board. We may retain the Praxis II series as an exemption for out-of-state candidates.

Q. Should all questions be directed to Esther Baker?

A. Yes.

Questions Submitted by Email

Q. The RFP requests 1 hard copy with original signatures and consultant letterhead, and 9 copies without consultant letterhead or any other identifying information with photocopy signatures. Is it the intent of the Washington Office of Superintendent of Public Instruction to guarantee a totally blind evaluation of the proposals? If so, should all reference to existing products, services, current clients, and staff be redacted from the 9 copies?

A. First, to clarify the distinction between the agencies, the Office of Superintendent of Public Instruction and the Professional Educator Standards Board, the RFP definitions read:

Agency – Professional Educator Standards Board (PESB) is the agency of the state of Washington that is issuing this RFP. The PESB is located in the Office of Superintendent of Public Instruction

(OSPI) for administrative purposes only. OSPI, through its management of the PESB's fiscal operations, will initiate and record the contract.

A committee recruited by the PESB staff will evaluate the proposals. It is our intent to conduct a blind evaluation of proposals. It is possible that a committee member may be able to infer a consultant's identity through experience, evidence or description cited in the proposal. No disqualification or deduction of points will be made if this occurs. Consultants should make every effort to redact identifying information.

- Q. Section 3.2.10.3 requires score reporting to colleges and universities, the ESDs, the PESB, and the OSPI Office of Professional Education and Certification. Please identify the ESD as it is not listed in section 1.5 Definitions.**
- A.** Good catch: ESDs refers to the nine Educational Service Districts in Washington. For more information, go to <http://www.k12.wa.us/maps/ESDmap.aspx>
- Q. Section 3.2 Technical Proposal specifies both required elements (A-F) and components (3.2.1 through 3.2.13.2) Does the PSEP prefer that the headings in the proposal follow either the elements, the components or both separated into Parts I and II?**
- A.** Elements A-F should be included in components 3.2.12 or 3.2.13 if included.
- Q. (Additional Insured Status) Per RFP Article 2.16.3 the Contractor is required to provide the State, AGENCY, its elected and appointed officials, agents and employees with additional insured status on all general liability, excess, umbrella and property insurance policies. If a bidder provides the State (and the identified others) additional insured status with respect to vicarious liability to third parties ("third parties") to exclude insured parties) is that acceptable to the State?**
- A.** *[Melanie Buechel]* Yes.
- Q. (Insurance Provision) We believe we have sufficient insurance coverage that may not match exactly with the insurance requirements described in the RFP Article 2.16. Will the contractor who is awarded the contract have the opportunity to discuss and negotiate exact insurance requirements with the State upon award?**
- A.** *[Melanie Buechel]* Yes.
- Q. (Audits/Inspections) With respect to review, auditing and inspection of records, documents, reports and facilities we presume that before conducting such review, audit or inspection the State would enter into a confidentiality agreement? Is this correct?**
- A.** *[Melanie Buechel]* Because of Washington State Laws regarding open and transparent government and public disclosure this would be dependent upon what it is that you desire to keep confidential. Not knowing the terms of your confidentiality agreement, we can only say that we would consider the possibility with the caveat added that such confidentiality would only be maintained to the extent permitted by Washington State Law.
- Q. (Termination for Default and Procedures) In Attachment B page 23 and 24 regarding termination for default and termination procedure we presume the State agrees it would pay associated amounts for services rendered or goods delivered prior to the effective date of termination as well as for any work required by the State after termination. Is this correct?**
- A.** *[Melanie Buechel]* With regards to termination for default, the State would pay for any services rendered that were legitimate and substantiated as determined through the termination process. With regards to termination for convenience, there is no fault and therefore the contractor would be entitled to payment for all services rendered prior to termination.
- Q. (Force Majeure) With regard to the Force Majeure Clause, we presume Contractor will not be held responsible for delay or default to the extent such delay or default is not within the reasonable control of the contractor. Is this correct?**

A. *[Melanie Buechel]* Correct.

Q. (Negotiation of Contract Terms) Do we have the option to negotiate terms and conditions either prior to or following award of the prime contract?

A. *[Melanie Buechel]* Yes, prior to entering into the contractual agreement.

Q. Will the questions and answers become a part of the contract?

A. *[Melanie Buechel]* They will become an addendum to the RFP, which will be incorporated into the contract.

Q. (Exhibit A) Section 3.1, page 11 of the RFP indicates that a consultant should submit a Letter of Submittal and attached Certifications and Assurances form (Exhibit A) signed by a person authorized to legally bind the consultant. Should the consultant insert a signature line at the bottom of Exhibit A or will the Letter of Submittal operate as acknowledgment and acceptance of Exhibit A?

A. *[Melanie Buechel]* There should have been a signature block at the bottom of Exhibit A. This is an error on our part. OSPI will attach a separate Certification and Assurances Form as part of this addendum with the signature block included.

Q. (Taxes) Does the State agree that if the Washington state and local tax laws applicable to the Contractor's services under the contract should change during the term of the contract that the parties would evaluate the impact of such change and determine an equitable adjustment to the contract, if necessary?

A. *[Melanie Buechel]* Yes.

Q. The costs for the program provided in the Cost Proposal submitted by Consultants will vary depending upon how many tests of each teaching area the Consultant uses when estimating its expenses. To allow the proposal evaluators the ability to compare "apples to apples" it would be helpful for the PESB to provide the number of tests of each teaching area that the Consultant should use in estimating expenses? These estimates may differ from the number of tests that may actually be administered in the future, but may be useful for the purposes of the comparison of Cost Proposals from the Consultants.

A. See attached document that provides examinee volume count for 2005 test year. The data were compiled by ETS and represents both first-time and retake examinees who took a Praxis II exam at a test center in Washington.

Q. Also for the convenience of the proposal reviewers, would the PESB wish to have the test fees calculated and presented in the Cost Proposal by the Consultant?

A. Yes.

Q. Should the Cost Proposal provide costs for each year of the contract?

A. Yes.

Q. Is "A. Project Approach/Methodology" a section separate from the details of the technical proposal components (3.2.1 - 3.2.13)? If yes, would you like it to be a separate introduction or closing to the technical proposal? If it is not a separate section, are the evaluation points listed on page 17 for "Project Approach/Methodology" to be awarded based upon the information provided in the components?

A. The "Project Approach/Methodology" is not a separate section. It is part of the elements (A.-F.) that should be addressed in the components 3.2.1-3.2.13. The evaluation points listed on page 17 will be awarded based on the information provided about the components.

Q. Is "B. Work Plan" the information provided by the technical proposal in addressing the Elements 3.2.1 - 3.2.13 and will the points listed for the "Quality of the Work Plan" be awarded based upon this information?

A. Yes.

Q. Elements "C.", "D.", "E." and "F." provide supporting information to the technical proposal components (3.2.1 - 3.2.13). Should the information for these Elements follow these technical proposal components?

A. Yes.

Q. Is it accurate and appropriate for the bidder to use "the PESB", rather than "the AGENCY" in the text of the proposal?

A. Either is acceptable.

Q. For 3.2.13, Optional Alternative Proposals, the details of the requested services are not defined, so that it is difficult to specify the scope of work. In light of this situation can the consultant receive all of the available points for each option without information about the option in the Cost Proposal?

A. We are interested in knowing how each of the two optional alternative proposals will affect the costs passed on to the examinees. It would be most convenient to include this with the description for each. For 3.2.13.1, focus your estimate on the cost of computerized assessments for the 7 high incidence areas of elementary education, special education, social studies, English language arts, reading/literacy, mathematics, and English as a Second Language. For 3.2.13.2, the three west coast states do not accept each other's content knowledge exams. We want to have a technical basis for accepting the passing scores for the ORELA and the CSET in lieu of the WEST-E. Comparability studies would provide this.

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

I/we declare that all answers and statements made in the proposal are true and correct.

The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.

4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

5. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.

7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Title

Date